



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Graham-Rogers Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF
MT, CNR, MNDC, OLC, O

Introduction

This hearing was convened by way of conference call concerning applications made by the landlord and by the tenant. The landlord has applied for an Order of Possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of the application. The tenant has applied for more time to dispute a notice to end a tenancy than permitted by the *Residential Tenancy Act*; for an order cancelling a notice to end tenancy for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and for an order that the landlord comply with the *Act*, regulation or tenancy agreement.

An agent for the landlord company attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing to the Residential Tenancy Branch and to the tenant. However, despite making an application for dispute resolution and despite being served with the landlord's application and notice of hearing documents personally on December 16, 2014, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the tenant was served on that date and in that manner and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*. Further, since the tenant has not attended the hearing, I dismiss the tenant's application in its entirety without leave to reapply.

All evidence and the testimony of the landlord's agent are considered in this Decision.

Issue(s) to be Decided

The issues remaining to be decided are:

- Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for unpaid rent or utilities?
- Has the landlord established a monetary claim as against the tenant for unpaid rent or utilities?

Background and Evidence

The landlord's agent testified that this fixed term tenancy originally began on December 1, 2013, was renewed from time-to-time and currently expires on April 30, 2015 and the tenant still resides in the rental unit. Rent in the amount of \$795.00 per month is payable in advance on the 1st day of each month, and has not increased with each tenancy agreement renewal. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$397.50 which is still held in trust by the landlord, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided and it states that: "Additional Information: parking and storage are available for an additional monthly fee." The landlord's agent stated that \$25.00 per month is payable but the amount is not included in the tenancy agreement.

The landlord's agent further testified that the tenant failed to pay rent in full when it was due in December, 2014 and on December 2, 2014 the landlord's agent personally served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. A copy of the notice has been provided and it is dated December 2, 2014 and contains an effective date of vacancy of December 12, 2014 for unpaid rent in the amount of \$820.00 that was due on December 1, 2014. The landlord's agent testified that the amount includes the \$25.00 parking fee, and the tenant has further fallen into arrears of rent by not paying any rent for January, 2015 and currently owes \$1,590.00 for rent and \$50.00 for parking.

Analysis

I have reviewed the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and I find that it is in the approved form and contains information required by the *Residential Tenancy Act*. I accept the testimony of the landlord's agent that the notice was served personally on December 2, 2014. Having dismissed the tenant's application, I find that the landlord is entitled under the *Act* to an Order of Possession on 2 days notice to the tenant.

With respect to the monetary order, based on the notice issued to the tenant and the undisputed testimony of the landlord's agent, I am satisfied that the landlord has

established a claim for unpaid rent for 2 months, but I am not satisfied that the landlord has established that the parties agreed to parking at the rate of \$25.00 per month.

Since the landlord has been partially successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

I hereby grant a monetary order in favour of the landlord as against the tenant in the amount of \$1,640.00.

The landlord has not applied to keep the security deposit, and I leave it to the parties to deal with it in accordance with the *Residential Tenancy Act*.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed in its entirety without leave to reapply.

I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,640.00.

These orders are final and binding and may be enforced.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 08, 2015

Residential Tenancy Branch

